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LANE POWELL PC ERS
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After recording return to:

Douglas E. Wheeler
Lane Powell PC
1420 Fifth Avenue, Suite 4100
Seattle, WA 98101-2338

DCI 0670119

K.C. D.D.E.S.

AMENDED AND RESTATED
EASEMENT AGREEMENT

Grantor(s): WHR Properties, Inc.

Grantee: Tall Chief Golf, Inc.

Reference Number of Document affected: 20050819001015

Legal Description (abbreviated): Ptns. NE ¼ & Gvt. Lts. 1, 2, 3 & 4, Sec. 5, Twn. 24 N., Rng. 7 E.; Gvt. Lts. 6 & 7, Sect. 4, Twn. 24 N., Rng. 7 E.

Assessor's Tax Parcel ID #s: 052407-9007-04; 052407-9002; 052407-9025; & 052407-9026

THIS AMENDED AND RESTATED EASEMENT AGREEMENT (this "Agreement") is entered into as of ^{September} August 3, 2009, by WHR Properties, Inc., a Colorado corporation ("Grantor") and Tall Chief Golf, Inc., a Washington corporation ("Grantee").

RECITALS

- A. Grantor is the owner of that certain real property described on attached **Exhibit A** (the "Grantor Property").
- B. Grantee is the owner of that certain real property described on attached **Exhibit B** (the "Grantee Property").

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EXCISE TAX NOT REQUIRED

King Co. Records
By [Signature], Deputy

[Signature] Tracy Frank

COPY

- C. Grantor and Grantee are parties to an Easement Agreement dated August 12, 2005, which was recorded with the real property records of King County, Washington, on August 19, 2005, under Auditor's File No. 20050809001015 (the "**Existing Easement Agreement**"), pursuant to which Grantor granted to Grantee an easement over a portion of Grantor's Property, as generally depicted on **Exhibit C** attached hereto (the "**Easement Area**") for emergency use by the owners of Grantee's Property (as more fully described therein).
- D. Grantee desires to redevelop Grantee's Property and is in the process of applying for the necessary approvals for a subdivision to be known as the "Tall Chief Country Club" (DDES File No. L04P0032), which will create approximately 18 lots for construction of single family residences. As a condition to approval of the subdivision, the Existing Easement Agreement must be amended to clarify that the Easement Area may be used during an emergency by emergency vehicles and the general public, which Grantor has agreed to do as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this agreement, Grantor and Grantee hereby amend and restate the Existing Easement Agreement in its entirety as follows:

1. **Grant of Emergency Easement.** Grantor hereby grants to Grantee a non-exclusive perpetual easement over the Easement Area (a) for Emergency Use (only) by emergency vehicles and by the general public, and (b) for the construction, repair and maintenance of the Easement Area (the "**Emergency Easement**").

2. **Grantee's Covenants.** Grantee hereby covenants and agrees: (a) to perform repair and maintenance work only after two (2) weeks' notice to Grantor (except in an emergency, during which the work may be initiated with reasonable notice), shall be done after normal business hours whenever possible and shall be performed in such a manner as to cause as little disturbance in the use of Grantor's Property as is practicable under the circumstances; (b) to promptly complete or repair to original condition, any damage in any way caused by Grantee to Grantor's Property; (c) to comply with all federal, state and municipal laws, orders, rules, permits, permissions and regulations applicable to Grantee's use and maintenance of the Easement Area; (d) not to disrupt, affect or interfere with providers of services in the Easement Area, if any; and (e) to keep Grantor's Property free and clear of all liens, charges, and other monetary encumbrances arising out of the rights granted to Grantee hereunder.

3. **Grantor's Covenants.** Grantor reserves the right to use the surface of the Easement Area, but covenants and agrees not to erect any buildings, structures, patios or

other construction of any nature in the Easement Area that would interfere with or impede the use of the Emergency Easement. Further, the Emergency Easement shall be subject to Grantor's, at Grantor's sole cost and expense, right to relocate the Easement Area to another location on Grantor's Property. If so relocated, an amendment to this Agreement describing the new location shall be executed and recorded by the parties, and this Agreement shall no longer encumber the old location.

4. Reciprocal Indemnity. Each party (the "Indemnitor") shall indemnify, defend (with counsel reasonably satisfactory to the other party) and hold the other party and all of such party's officers, directors, partners, members, mortgagees, and assigns (collectively, the "Indemnitee") harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs, and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by the Indemnitee arising out of or related to the Indemnitor's exercise of its rights under this Agreement, except, in each case, loss, damage, claims, penalties, liability, suits, costs, and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred as a result of the negligence or willful misconduct of the Indemnitee. The parties acknowledge that the foregoing provisions of this Section have been specifically and mutually negotiated between the parties.

5. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the properties described herein, and the owners, lessees and parties in possession of such properties and their heirs, personal representatives, successors in interest and assigns.

6. Entire Agreement: No Modifications. This Agreement together with the attached exhibits constitutes the entire agreement between Grantor and Grantee with respect to the matters described herein. Any prior correspondence, memoranda, understandings, offers, negotiations and agreements, oral or written, are replaced in total by this Agreement and the attached exhibits. This Agreement may not be modified or amended except in a writing signed by Grantee and Grantor.

7. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

8. Headings. Headings of the Sections of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions hereof.

9. Attorneys' Fees. In the event of any dispute arising out of or relating to this Agreement, whether suit or other proceeding is commenced or not, and whether in

mediation, arbitration, at trial, on appeal, in administrative proceedings or in bankruptcy (including without limitation any adversary proceeding or contested matter in any bankruptcy case), the prevailing party shall be entitled to recover its costs and expenses incurred, including reasonable attorneys' fees.

10. Notices. Any notice or communication under this Agreement will be effective only if in writing and delivered in person, by overnight courier service or facsimile transmission, or mailed by registered or certified mail return receipt requested postage prepaid to the addressee's address below or to any other address the addressee may have notified the sender beforehand referring to this Agreement. All notices and communications will be deemed given when delivered in person or by overnight courier service, three days after mailing if mailed, or when sent by facsimile transmission if confirmation is received.

To: WHR Properties, Inc.
103 W. Tomichi Avenue
Gunnison, CO 81230
Attention: James C. Loken
Fax: 970-641-0929

To: Tall Chief Golf, Inc.
Attention: James D. Zogg or Rick Larson
1313 W. Snoqualmie River Road SE
Fall City, WA 98204
Fax: (425) 222-5054

and to: Lane Powell PC
1420 Fifth Avenue, Suite 4100
Seattle, WA 98101-2338
Attention: Douglas E. Wheeler
Fax: (206) 223-7107

11. Miscellaneous Provisions. This Agreement (a) constitutes the entire understanding of the parties on the subject matter covered, (b) supersedes in its entirety the Existing Easement Agreement and all prior understandings on the subject matter hereof, (c) may only be amended in a written instrument executed by all parties, and (d) may be executed in several counterparts, and each such counterpart shall be deemed to be an original and all such counterparts shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

"GRANTOR"

WHR Properties, Inc., a Colorado corporation

By: 

Name: James Loken

Its: President

"GRANTEE"

TALL CHIEF GOLF, INC., a Washington corporation

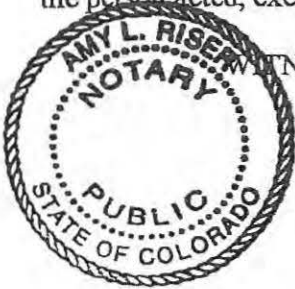
By: 

Name: John R. Tomlinson

Its: President

STATE OF COLORADO)
) ss.
COUNTY OF Gunnison)

On September 3, 2009, before me,
Amy L. Riser, a Notary Public in and for said state, personally appeared
James C. Loken, personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person whose name is subscribed to the within instrument,
and acknowledged to me that he/she executed the same in his/her authorized capacity, and
that by his/her signature on the instrument the person, or the entity upon behalf of which
the person acted, executed the instrument.



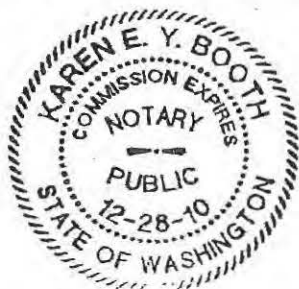
WITNESS my hand and official seal.

Amy L. Riser
SIGNATURE OF NOTARY PUBLIC

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that John R. Tomlinson is the
person who appeared before me, and said person acknowledged that he ~~or she~~ signed this
instrument, on oath stated that he ~~or she~~ is authorized to execute the instrument and
acknowledged it as the President of TALL CHIEF GOLF, INC. to be the
free and voluntary act of such parties for the uses and purposes mentioned in this
instrument.

DATED: September 18, 2009



Karen E. Y. Booth
Print Name: Karen E. Y. Booth
NOTARY PUBLIC for the State of
Washington, residing at
Paulsbo

My appointment expires: 12-28-10

EXHIBIT A

PARCEL A:

That portion of the Northeast quarter of Section 5, Township 24 North, Range 7 East, Willamette Meridian, in King County, Washington, lying westerly of the following described line:

Beginning at a point on the west line of said subdivision, South $11^{\circ}14'05''$ West a distance of 558.43 feet from the northwest corner thereof;
thence South $12^{\circ}55'30''$ East a distance of 1,285.76 feet;
Thence South $07^{\circ}16'50''$ West a distance of 592.98 feet to the terminus of said line; said terminus being a point on the south line of said subdivision, South $88^{\circ}15'21''$ East a distance of 575.00 feet from the southwest corner thereof.

PARCEL B:

Government lots 3 and 4, and the south half of the northwest quarter of Section 5, Township 24 North, Range 7 East, Willamette Meridian, in King County, Washington;
Except that portion of the northwest quarter of said Section 5, Township 24 North, Range 7 East, Willamette Meridian, described as follows:

Beginning at the northwest corner of said subdivision;
Thence South $23^{\circ}07'43''$ West along the west line of said subdivision 2,534.51 feet to the southwest corner of said subdivision;
Thence South $88^{\circ}15'21''$ East along the south line of said subdivision a distance of 3,133.24 feet to the southeast corner of said subdivision;
Thence North $11^{\circ}14'05''$ East along the east line of said subdivision 57.94 feet;
Thence North $25^{\circ}28'11''$ West 1,495.00 feet;
Thence North $60^{\circ}33'53''$ West 1,440.66 feet;
Thence due North 306.40 feet to a point on the north line of said subdivision; thence North $88^{\circ}48'00''$ West along said north line a distance of 110 feet, more or less to the southerly right-of-way margin of S.E. 8th Street;
Thence continuing North $88^{\circ}48'00''$ West along said north line and said margin 120 feet, more or less, to the southwest corner of Section 32, Township 25 North, Range 7 East, Willamette Meridian, in King County, Washington;
Thence North $88^{\circ}57'18''$ West 19.20 feet to the point of beginning.

Together with an easement for ingress, egress and utilities in and over a strip of land 60 feet in width, the centerline described as follows:

Beginning at the northeast corner of Section 6, Township 24 North, Range 7 East, Willamette Meridian, in King County, Washington;
Thence North $88^{\circ}57'46''$ West, along the northerly line of the northeast quarter of said

Section 6, 153.59 feet to the true point of beginning and the beginning of a curve concave to the south and having a radius of 378.15 feet;

Thence southeasterly 145.89 feet along said curve through a central angle of $22^{\circ}06'17''$ to the easterly line of said Section 6, the sidelines of said strip to be shortened or lengthened to terminate at the easterly line of said Section 6;

Except any portion of said easement lying within said government lot 4; and

Together with an easement for access road (ingress and egress) as established by instrument recorded under Recording Number 9312102185.

EXHIBIT B

That portion of Government Lots 6 and 7, Section 4, Township 24 North, Range 7 East, Willamette Meridian, in King County, Washington, lying westerly of County Road No. 228 (West Snoqualmie River Road Southeast);

Together with that portion of the south half of the northeast quarter of Section 5, Township 24 North, Range 7, East, Willamette Meridian, in King County, Washington, lying westerly of said County Road No. 228;

Except any portion thereof lying westerly of the following described line:

Beginning at a point on the west line of said northeast quarter of said Section 5, South $11^{\circ}14'05''$ West a distance of 568.43 feet from the northwest corner thereof;

Thence South $12^{\circ}55'30''$ East a distance of 1285.76 feet;

Thence South $07^{\circ}16'50''$ West a distance of 592.98 feet to the terminus of said line, said terminus being a point on the south line of said subdivision, South $88^{\circ}15'21''$ East a distance of 575.00 feet from the southwest corner thereof;

Together with Government Lots 1 and 2, in said Section 5;

Except the north 13 acres of said Government Lots 1 and 2; also

Except any portion thereof lying easterly of the westerly margin of said County Road No. 228; also

Except that portion thereof described as follows:

Beginning at the intersection of the south line of said north 13 acres and the east line of the west 30 feet of said Government Lot 2, said intersection being the northwest corner of that certain tract of land conveyed to Joe E. Monahan and Carole A. Monahan, his wife, by statutory warranty deed recorded under Recording Number 6091031;

Thence South $11^{\circ}14'05''$ West, along said east line, and along the westerly line of said Monahan tract, a distance of 72.65 feet to an angle point in said westerly line;

Thence South $78^{\circ}45'55''$ East, at right angles to said east line, and continuing along said westerly line of said Monahan Tract, a distance of 14.50 feet to an angle point in said westerly line;

Thence South $40^{\circ}15'55''$ East, continuing along said westerly line of said Monahan Tract, a distance of 99.85 feet to an angle point in said westerly line;

Thence South $41^{\circ}15'55''$ East, continuing along said westerly line of said Monahan Tract, a distance of 188.22 feet to the most southwesterly corner of said Monahan Tract;

Thence North $87^{\circ}14'05''$ East, along the south line of said Monahan Tract, a distance of 166.13 feet to the southeast corner of said Monahan Tract;
Thence North $00^{\circ}15'55''$ West, along the east line of said Monahan Tract, a distance of 274.76 feet, more or less, to said south line of said north 13 acres, and the northeast corner of said Monahan Tract;
Thence North $88^{\circ}43'30''$ West, along said south line of said north 13 acres a distance of 354.73 feet, more or less, to the point of beginning; also

Except any portion thereof lying westerly of the following described line:

Beginning at a point on the west line of said northeast quarter of said Section 5, South $11^{\circ}14'05''$ West a distance of 568.43 feet from the northwest corner thereof;
Thence South $12^{\circ}55'30''$ East a distance of 1285.76 feet;
Thence South $07^{\circ}16'50''$ West a distance of 592.98 feet to the terminus of said line, said terminus being a point on the south line of said subdivision, South $88^{\circ}15'21''$ East a distance of 575.00 feet from the southwest corner thereof;
Together with the east half of the southeast quarter of said Section 5;

Together with the east half of the east half of the northwest quarter of the Southeast quarter of said Section 5;

Together with that portion of the said northwest quarter of the southeast quarter of said Section 5 described as follows:

Beginning at the northwest corner of the east half of the east half of said subdivision;
Thence South $07^{\circ}37'29''$ West, along the westerly line of said subdivision a distance of 270.00 feet;
Thence North $19^{\circ}22'31''$ West a distance of 106.00 feet;
Thence North $02^{\circ}52'29''$ East a distance of 169.73 feet, more or less, to the north line of said subdivision;
Thence South $88^{\circ}15'21''$ East, along said north line, a distance of 62.51 feet, more or less, to the point of beginning.

H A R M S E N &



ASSOCIATES INC

ANTICIPATE UNDERSTAND GUIDE DELIVER

EXHIBIT C

An easement, 30 feet in width, fifteen (15) feet on each side of the following described centerline which utilizes the centerlines of the existing roadways and their designations as indicated on the Western Horizon Inc. campground plan, and which is described as follows:

Commencing at a point on the east property line of Grantor's Property, as described in Exhibit A, approximately 1,330 feet southerly from the north one-quarter corner of Section 5, Township 24 North, Range 7 East, Willamette Meridian, King County Washington, said point being the intersection of said east property line and Salish North Drive, the Point of Beginning;
thence southerly along the centerline of said Salish North Drive 530 feet, more or less, to its intersection with Roberts Drive;
thence northwesterly along the centerline of said Roberts Drive 400 feet, more or less, to its intersection with Greenfield Drive;
thence northerly along the centerline of said Greenfield Drive 470 feet, more or less, to its intersection with Snoqualmie Drive;
thence northwesterly and westerly along the centerline of said Snoqualmie Drive 2760 feet, more or less, to its intersection with King County public road designated S.E. 8th Street and the terminus of this easement centerline description.

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